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the Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17.7 Resolution of Billing Disputes

17.7.1 The following provisions apply specifically to the resolution of billing disputes.

17.7.1.1 When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) days:

17.7.1.1.1 Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.

17.7.1.1.2 Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.

17.7.2 When a billing dispute is resolved in favor of the billing Party, the following will occur within thirty (30) days:

17.7.2.1 Late payment charges will be paid by the disputing Party on any amount not paid that was found to be due according to the Dispute Resolution.

17.7.2.2 Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.

18. INTERVENING LAW

18.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate STATE Commission(s). In entering into this Agreement, the Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the

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Line Sharing Order"), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al.*, 535 U.S. 467 (2002). In addition, on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) (all collectively referred to as the "Orders"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"); the Parties also acknowledge and agree that the legality, validity and constitutionality of these statutory sections are the subject of litigation in *Voices for Choices, et al. v. Illinois Bell Telephone Company, et al.*, Case No. 03-C-3290 (N.D. Ill.) pending before Chief Judge Charles Kocaras; and the parties acknowledge and agree that on June 9, 2003, Judge Kocaras enjoined enforcement of these same statutory sections. In entering into this Agreement, the Parties acknowledge and agree that the provisions set forth in this Agreement are based upon SBC-13STATE's obligations under FCC rules and regulations as they existed prior to their vacatur by the D.C. Circuit in its *USTA* Decision and prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. By executing this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders, the Illinois Law and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph. Notwithstanding anything to the contrary in this Agreement, these rights also include but are not limited to SBC-13STATE's right, to the extent SBC-13STATE has not already invoked the FCC ISP terminating compensation in a particular SBC-13STATE state in which this Agreement is effective and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) shall be

immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any written notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

19. MISCELLANEOUS PROVISIONS

19.1 Effective Date

19.1.1 The Effective Date of this Agreement (the "Effective Date") shall be the date the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

19.2 Term and Termination

19.2.1 The Term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on 31st day of November 30, 2004 (the "Term"). This Agreement shall expire if either Party provides written notice, within one hundred-eighty (180) Days prior to the expiration of the Term, to the other Party to the effect that such Party does not intend to extend the Term. Absent the receipt by one Party of such written notice, this Agreement shall remain in full force and effect on and after the expiration of the Term, subject to the provisions of this Section 19.

19.2.2 Notwithstanding any other provision of this Agreement, either Party (at its sole discretion) may terminate this Agreement, and the provision of Interconnection and services, in the event the other Party (1) fails to perform a material obligation or breaches a material term of this Agreement and (2) fails to cure such nonperformance or breach within forty-five (45) Days after written notice thereof. Should the nonperforming or breaching Party fail to cure within forty-five (45) Days after such written notice, the noticing Party may thereafter terminate this Agreement immediately upon delivery of a written termination notice.

19.2.3 If pursuant to Section 19.2.1, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 19.2.4 and 19.2.5. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 19.2.3 other than its obligations under Sections 19.2.4 and 19.2.5.

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19.2.4 Upon termination or expiration of this Agreement in accordance with Sections 19.2.1, 19.2.2 or 19.2.3:

19.2.4.1 Each Party shall continue to comply with its obligations set forth in Section 19.9, "Survival of Obligations"; and

19.2.4.2 Each Party shall promptly pay all amounts owed under this Agreement, subject to Section 17, "Dispute Resolution".

19.2.5 If SBC-13STATE serves notice of expiration or termination pursuant to Section 19.2.1 or Section 19.2.3, Carrier shall provide SBC-13STATE written confirmation, within ten (10) Days, that Carrier either wishes to (1) commence negotiations with SBC-13STATE, or adopt an agreement, under Sections 251/252 of the Act, or (2) terminate its agreement. Carrier shall identify the action to be taken for each affected agreement identified in SBC-13STATE's notice.

19.2.6 If Carrier serves notice of expiration or termination pursuant to Section 19.2.1 or Section 19.2.3, and also wishes to pursue a successor agreement with SBC-13STATE, Carrier shall include a written request to commence negotiations with SBC-13STATE, or adopt an agreement, under Sections 251/252 of the Act and identify which state(s) the successor agreement will cover. Upon receipt of Carrier's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

19.2.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC-13STATE received Carrier's Section 252(a)(1) request, at which time the Agreement shall terminate without further notice.

19.2.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), Carrier withdraws its Section 252(a)(1) request, Carrier must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that Carrier does not wish to pursue a successor agreement with SBC-13STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Carrier serves notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) Day following SBC-13STATE receipt of Carrier's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further

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obligations under this Agreement except those set forth in Section 19.2.4 of this Agreement.

19.2.9 If Carrier does not affirmatively state that it wishes to pursue a successor agreement with SBC-13STATE as provided in Section 19.2.4.1 or Section 19.2.4.2 above, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) Days after the date Carrier provided or received notice of expiration or termination. Thereafter, the Parties shall have no further obligations under this Agreement except as provided in Section 19.2.4 above.

19.2.10 In the event of expiration or termination of this Agreement when there is no successor agreement between SBC-13STATE and Carrier, SBC-13STATE and Carrier shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided, Carrier shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End User Customers are transitioned to another Telecommunications Carrier, if applicable.

19.3 Access Carrier Name Abbreviation and Operating Company Number.

19.3.1 The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes and Operating Company Number (OCN) that are covered by this Agreement are listed below. Any addition, deletion or change in name associated with these listed ACNA/OCN codes requires notice to SBC-13STATE. Notice must be received before orders can be processed under a new or changed ACNA/OCN code.

	<u>ACNA List</u>	<u>OCN</u>
Indiana	MJC, HZC, UBQ	6664, 8446, 6953
Michigan	MJC, HZC, IIP	6664, 8452, 6953, 4659
Wisconsin	MJC, LPL, SWQ, WOW, ROW	6664, 8463, 4014, 4659
Nevada	MJC, LPL, SWQ, WOW, ROW UBQ	6664, 4099
Ohio	MJC, HZC	6664, 8568, 6953
Connecticut	MJC	6664, 4063
Arkansas	MJC, LPL, SWQ, WOW, ROW	6664, 8442, 4014, 6510
Kansas	MJC, LPL, SWQ, WOW, ROW	6664, 8448, 4014
Missouri	MJC, LPL, SWQ, WOW, ROW, IIP	6664, 8454, 4014, 4659
Oklahoma	MJC, LPL, SWQ, WOW, ROW	6664, 8456, 4014, 6510
Texas	MJC, LPL, SWQ, WOW, ROW WEL	6664, 8460, 4014, 6510

19.4 Binding Effect

19.4.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

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19.5 Assignment

19.5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not unreasonably be withheld; provided that either Party may assign its rights and delegate its benefits, and duties and obligations under this Agreement without the consent of the other Party to any legal entity which is an Affiliate of the assigning Party and provided that the assigning Party provides written notice to the other Party of such assignment within a reasonable time of assignment. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

19.6 Third Party Beneficiaries

19.6.1 This Agreement is for the benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

19.7 Force Majeure

19.7.1 Neither Party shall be liable for any delay or failure in performance of any part of the Agreement (other than an obligation to make money payments) from any cause beyond its control and without its fault or negligence including, without limitation: acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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19.8 Disclaimer or Warranties

19.8.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

19.9 Survival of Obligations

19.9.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

19.10 Waiver

19.10.1 The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a continuing, future or general waiver or relinquishment of the terms, conditions, rights or privileges, but this Agreement shall be and remain at all times in full force and effect.

19.11 Trademarks and Trade Names

19.11.1 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

19.12 General Obligation.

19.12.1 Each Party purchasing services, facilities or other arrangements under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the services, facilities or other arrangements under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

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- 19.12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by Applicable Law to be collected from the purchasing party by the providing party, then: (i) the providing party shall bill the purchasing party for such Tax; (ii) the purchasing party shall remit such Tax to the providing party; and (iii) the providing party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 19.12.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by Applicable Law on the End User Customer in connection with any such purchase, then: (i) the purchasing party shall be required to impose and/or collect such Tax from the End User Customer; and (ii) the purchasing party shall remit such Tax to the applicable taxing authority. The purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing party due to the failure of the purchasing party to pay or collect and remit such tax to such authority.
- 19.12.4 If the providing party fails to collect any Tax as required herein, then, as between the providing party and the purchasing party: (i) the purchasing party shall remain liable for such uncollected Tax; and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing party fails to pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.
- 19.12.5 If the purchasing party fails to impose and/or collect any Tax from End User Customers as required herein, then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from End User Customers, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing

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authority to collect the Tax from the providing Party due to the failure of the purchasing party to pay or collect and remit such Tax to such authority.

- 19.13 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 19.14 If Applicable Law excludes or exempts a purchase of services, facilities or other arrangements under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.
- 19.15 With respect to any Tax or Tax controversy covered by this Section 19.10.1, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 19.16 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 19.12 shall be sent in accordance with Section 19.15 hereof.
- 19.17 Relationship of the Parties
- 19.17.1 This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.
- 19.17.2 Each Party is individually responsible to provide Facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the

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other Party's network in the standard format compatible with SBC-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

19.18 Insurance**19.18.1**

This Section 19.18 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance, which may be provided through a program of self-insurance as provided in 19.18.4. Each Party shall require its subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required under Section 19.18. The Parties agree that companies affording the insurance coverage required under Section 19.18 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage. Each Party agrees to provide the other Party with at least thirty (30) Days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

19.18.2

If Carrier is not and does not collocate with SBC-13STATE during the Term, the following insurance requirements will apply:

19.18.2.1

Each Party shall keep and maintain in force at each Party's expense all insurance required by Applicable Law, including: Workers' Compensation insurance with benefits afforded under the laws of the state in which the Services are to be performed and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee; Commercial General liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are

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required for lease agreements; if use of a motor vehicle is required, Automobile liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

19.18.3 If at any time during the Term Carrier decides to collocate with SBC-13STATE, the following insurance requirements will apply:

19.18.3.1 At all times during the Term, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law: Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee; Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations; Fire Legal Liability sub-limits of \$2,000,000; if use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

19.18.4 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

19.18.4.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

19.18.4.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the

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other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

19.18.4.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it has a net worth of at least 10 times the amount of insurance required and maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

19.18.5 Each Party agrees to provide the other Party with at least thirty (30) Days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

19.18.6 This Section 19.18 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

19.19 In the event that Carrier makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/ACNA, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other Carrier identifier (collectively, a "Carrier Change"), Carrier shall submit written notice to SBC-13STATE within thirty (30) Days of the first action taken to implement such Carrier Change. A Carrier may make one (1) Carrier Change in any twelve (12) month period without charge by SBC-13STATE for updating its databases, systems, and records solely to reflect such Carrier Change. In the event of any other Carrier Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable SBC-13STATE databases, systems, and records to reflect the Carrier Change. Notwithstanding the above, for each Carrier Change the Carrier shall pay any applicable charges associated with recording and otherwise updating any Carrier branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to SBC-13STATE to make the Carrier Change.

19.20 Services

19.20.1 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers.

19.21 Notices

19.21.1 Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; the next Business Day when sent via express overnight delivery service; five (5) Days after mailing in the case of first class U.S.

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Postal Service; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section, except that notices to a Party's twenty-four (24) hour contact number shall be by telephone and/or facsimile and shall be deemed to have been received on the date transmitted.

To SBC-13STATE:

Director-Contract Management
311 S. Akard
Four SBC Plaza, 9TH Floor
Dallas, TX 75202
Fax: 214-464-2006

To SPCS:

Law and External Affairs
Sprint PCS
6391 Sprint Parkway
MS: KSOPHT0101-Z2060
Overland Park, KS 66251

Copy to:

Manager-Carrier and Interconnection Management
Sprint PCS
6450 Sprint Parkway
MS: KSOPHN0212
Overland Park, KS 66251

24 Hour Network Management Contact:

SBC Pacific Bell: 1-800-922-7742
SBC-MIDWEST REGION 5-STATE: 1-800-621-5087
SNET: 1-800-422-8000
SWBT: 1-800-945-4333

SPCS: 888-859-1400

19.21.2 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) Days following receipt by the other Party.

19.21.3 Each Party agrees to inform the other of any name change or change in its legal status in writing within thirty (30) Days of the effective date of such change.

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19.22 Accessible Letters.

19.22.1 SBC-13STATE will communicate official information to Carrier via SBC-13STATE's Accessible Letter e-mail notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt. Carrier shall notify SBC-13STATE of all e-mail addresses to which Accessible Letter notification is to be sent.

19.23 Expenses

19.23.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

19.24 Headings

19.24.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

19.25 Governing Law

19.25.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern.

19.26 Multiple Counterparts

19.26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.

19.27 Complete Terms

19.27.1 This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties regarding the subject matter of this Agreement. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing and signed by an authorized representative of the Party sought to be bound. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear

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subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

19.28 Severability

19.28.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection and services as a total arrangement and it is intended to be nonseverable.

19.29 Scope of Obligations

19.29.1 Notwithstanding anything to the contrary contained herein, SBC-13STATE's obligations under this Agreement shall apply only to:

19.29.1.1 the specific operating area(s) or portion thereof in which SBC-13STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), the SBC-13STATE Territory and assets that SBC-13STATE owns or leases and which are used in connection with SBC-13STATE's provision to Carrier of any Interconnection products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein.

20. COMPLIANCE AND CERTIFICATION

20.1 Each Party warrants that it has obtained all necessary certifications and licenses prior to ordering any Interconnection, functions, Facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification and licensure.

20.2 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other Telecommunications Carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

21. SUBCONTRACTING

21.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its

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terms, including any obligations either Party performs through subcontractors.

- 21.2 Each Party will be solely responsible for payments due to that Party's subcontractors.
- 21.3 No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement.
- 21.4 No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of Interconnection, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 21.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

22. ENVIRONMENTAL CONTAMINATION

- 22.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 22.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, SBC-13STATE shall, at Carrier's request, indemnify, defend, and hold harmless Carrier, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by SBC-13STATE or any person acting on behalf of SBC-13STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by SBC-13STATE or any person acting on behalf of SBC-13STATE, or (iii) the presence at the work location of an Environmental Hazard for which SBC-13STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by SBC-13STATE or any person acting on behalf of SBC-13STATE.
- 22.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Carrier shall, at SBC-13STATE's request, indemnify, defend, and hold harmless SBC-13STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including

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reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by Carrier or any person acting on behalf of Carrier, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by Carrier or any person acting on behalf of Carrier, or (iii) the presence at the work location of an Environmental Hazard for which Carrier is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Carrier or any person acting on behalf of Carrier.

- 22.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 22.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 22.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

23. REMEDIES

- 23.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below:

Sprint Spectrum L.P., a Delaware limited partnership, as agent and general Partner for WirelessCo, L.P. a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation and Cox Communications PCS, L.P. a Delaware limited partnership, and PhillieCO, L.P. a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS

Signature: W. Richard Morris

Name: W. Richard Morris
(Print or Type)

Title: Vice President - External Affairs

Date: 9-02-03

Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, The Southern New England Telephone Company and Southwestern Bell Telephone Company d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma, SBC Texas by SBC Telecommunications, Inc., its authorized agent

Signature: Mike Auinbauh

Name: Mike Auinbauh

Title: ^{For} President - Industry Markets

Date: SEP 04 2003

APPENDIX – PRICING (CELLULAR/PCS)**ARKANSAS**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.003506	\$.001360	\$.003506

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.002146

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility Factor

The Shared Facility Factor is:

- 3.1 Telco to Carrier 23%
- 3.2 Carrier to Telco 77%

4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$67.03 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000335 per MOU billed by SPCS.

5. Exchange Access Percentage:

- 5.1 Terminating IntraLATA InterMTA Traffic Percentage .006
- 5.2 Originating Landline to CMRS Switched Access Traffic Percentage To be determined

6. Exchange Access Rates

- 6.1 Terminating IntraLATA InterMTA Traffic Rate \$.013741
- 6.2 Originating Landline to CMRS Switched Access Traffic Rate \$.007688

7. Other Charges

- 7.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$53.00	\$340.00

- 7.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

- 7.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.

- 7.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.

- 7.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$100.00 per Trunk.

- 7.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge,

Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX – PRICING (CELLULAR/PCS)**CONNECTICUT**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

The Type 2A rate requires that Carrier interconnect to each of Telco's seven (7) Tandems, one of which are located in each of the following cities in Connecticut: Norwalk (2), Waterbury, New Haven, New London, Willimantic, and Hartford.

Type 2A	Type 2B	Type 1
\$.009	\$.003090	\$.018

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.009

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.
3. Shared Facility Factor
The Shared Facility Factor is:
 - 3.1 Telco to Carrier 30%
 - 3.2 Carrier to Telco 70%
4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$34.64 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000173 per MOU billed by SPCS.
5. Exchange Access Percentage:
 - 5.1 Terminating IntraLATA InterMTA Traffic Percentage .006
 - 5.2 Originating Landline to CMRS Switched Access Traffic Percentage To be determined
6. Exchange Access Rates
 - 6.1 Terminating IntraLATA InterMTA Traffic Rate N/A
 - 6.2 Originating Landline to CMRS Switched Access Traffic Rate \$.007053
7. Other Charges
 - 7.1 Selective Class of Call Screening. This service is not currently provided in this State.
 - 7.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
 - 7.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.
 - 7.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX – PRICING (CELLULAR/PCS)**INDIANA**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.004631	\$.004097	\$.004631

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.004539

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility Factor

The Shared Facility Factor is:

3.1	Telco to Carrier	27%
3.2	Carrier to Telco	73%

4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$64.85 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000324 per MOU billed by SPCS.

5. Exchange Access Percentage:

5.1	Terminating IntraLATA InterMTA Traffic Percentage	.006
5.2	Originating Landline to CMRS Switched Access Traffic Percentage	To be determined

6. Exchange Access Rates

6.1	Terminating IntraLATA InterMTA Traffic Rate	\$.007488
6.2	Originating Landline to CMRS Switched Access Traffic Rate	\$.006929

7. The rates for trunking are set forth in Telco tariff IURC 21, as amended from time to time.

8. Other Charges

8.1 Selective Class of Call Screening. This service is not currently provided in this State.

8.2 Cancellation Charge. This charge is not currently applicable in this State.

8.3 Rollover Charges. This charge is not currently applicable in this State.

8.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX – PRICING (CELLULAR/PCS)**KANSAS**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.003673	\$.001310	\$.003673

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.002363

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.
3. Shared Facility Factor
The Shared Facility Factor is:
 - 3.1 Telco to Carrier 37%
 - 3.2 Carrier to Telco 63%
4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$45.08 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000225 per MOU billed by SPCS.
5. Exchange Access Percentage:
 - 5.1 Terminating IntraLATA InterMTA Traffic Percentage .006
 - 5.2 Originating Landline to CMRS Switched Access Traffic percentage To be determined
6. Exchange Access Rates
 - 6.1 Terminating IntraLATA InterMTA Traffic Rate \$.006417
 - 6.2 Originating Landline CMRS Switched Access Traffic Rate \$.005701
7. Other Charges
 - 7.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$21.00	\$260.00
 - 7.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
 - 7.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.
 - 7.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.
 - 7.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$120.00 per Trunk.
 - 7.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Superscedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX – PRICING (CELLULAR/PCS)**MICHIGAN**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.001491	\$.001004	\$.001491

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.005177

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar facilities are provided by Telco.

3. Shared Facility Factor

The Shared Facility Factor is:

- 3.1 Telco to Carrier 20%
- 3.2 Carrier to Telco 80%

4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$99.69 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000498 per MOU billed by SPCS.

5. Exchange Access Percentage:

- 5.1 Terminating IntraLATA InterMTA Traffic Percentage .006
- 5.2 Originating Landline to CMRS Switched Access Traffic Percentage To be determined

6. Exchange Access Rates

- 6.1 Terminating IntraLATA InterMTA Traffic Rate \$.005994
- 6.2 Originating Landline to CMRS Switched Access Traffic Rate \$.006404

7. The rates for trunking are set forth in Telco tariff MPSC 20R, as amended from time to time.

8. Other Charges

8.1 Selective Class of Call Screening. This service is not currently provided in this State.

8.2 Cancellation Charge. This charge is not currently applicable in this State.

8.3 Rollover Charges. This charge is not currently applicable in this State.

8.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX - PRICING (CELLULAR/PCS)MISSOURI

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.004006	\$.002047	\$.004006

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.001959

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility Factor

The Shared Facility Factor is:

- 3.1 Telco to Carrier 25%
3.2 Carrier to Telco 75%

4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$51.37 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000257 per MOU billed by SPCS.

5. Exchange Access Percentage

- 5.1 Terminating IntraLATA InterMTA Traffic Percentage .006
5.2 Originating Landline to CMRS Switched Access Traffic Percentage To be determined

6. Exchange Access Rates

- 6.1 Terminating IntraLATA InterMTA Traffic Rate \$.028168
6.2 Originating Landline to CMRS Switched Access Traffic Rate \$.010674

7. Other Charges

- 7.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$40.75	\$370.00

- 7.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

- 7.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.

- 7.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.

- 7.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$70.00 per Trunk.

- 7.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX – PRICING (CELLULAR/PCS)**NEVADA**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.01059	\$.00161	\$.01059

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.00898

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility

The Shared Facility Factor is:

3.1 Telco to Carrier 29%
3.2 Carrier to Telco 71%

4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$116.43 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000582 per MOU billed by SPCS.

5. Exchange Access Percentage:

5.1	Terminating IntraLATA InterMTA Traffic Percentage	.006
5.2	Originating Landline to CMRS Switched Access Traffic Percentage	To be determined

6. Exchange Access Rates

6.1	Terminating IntraLATA InterMTA Traffic Rate	\$.008921
6.2	Originating Landline to CMRS Switched Access Traffic Rate	\$.007635

7. The rates for Type 2A and Type 2B trunk port elements are as follows per unit increment of 24 trunks (per DS-1 termination):

Monthly Recurring	Non-recurring
\$0.00	\$960.00

8. Other Charges

8.1 Selective Class of Call Screening. This service is not currently provided in this State.

8.2 Cancellation Charge. This charge is not currently applicable in this State.

8.3 Rollover Charges. This charge is not currently applicable in this State.

8.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX – PRICING (CELLULAR/PCS)**OHIO**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.004501	\$.003600	\$.004501

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.005001

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.
3. Shared Facility Factor
The Shared Facility Factor is:
- | | |
|-----|----------------------|
| 3.1 | Telco to Carrier 25% |
| 3.2 | Carrier to Telco 75% |
4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$111.11 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000556 per MOU billed by SPCS.
5. Exchange Access Percentage:
- | | | |
|-----|---|------------------|
| 5.1 | Terminating IntraLATA InterMTA Traffic Percentage | .006 |
| 5.2 | Originating Landline to CMRS Switched Access Traffic Percentage | To be determined |
6. Exchange Access Rates
- | | | |
|-----|---|------------|
| 6.1 | Terminating IntraLATA InterMTA Traffic Rate | \$.006017 |
| 6.2 | Originating Landline to CMRS Switched Access Traffic Rate | \$.006454 |
7. The rates for Type 2 trunking are set forth in Telco's intrastate Access Services tariff, as amended from time to time. The rates for Type 1 trunking are set forth in Telco's tariff PUCO 20, as amended from time to time.
8. Other Charges
- 8.1 Selective Class of Call Screening. This service is not currently provided in this State.
- 8.2 Cancellation Charge. This charge is not currently applicable in this State.
- 8.3 Rollover Charges. This charge is not currently applicable in this State.
- 8.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX – PRICING (CELLULAR/PCS)**OKLAHOMA**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.003551	\$.002297	\$.003551

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.001254

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.

3. Shared Facility Factor

The Shared Facility Factor is:

- 3.1 Telco to Carrier 24%
3.2 Carrier to Telco 76%

4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$51.77 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000259 per MOU billed by SPCS.

5. Exchange Access Percentage:

- 5.1 Terminating IntraLATA InterMTA Traffic Percentage .006
5.2 Originating Landline to CMRS Switched Access Traffic Percentage To be determined

6. Exchange Access Rates

- 6.1 Terminating IntraLATA InterMTA Traffic Rate \$.013224
6.2 Originating Landline to CMRS Switched Access Traffic Rate \$.007393

7. Other Charges

- 7.1 Selective Class of Call Screening

	Per Month	Nonrecurring Charge
Per BAN	\$54.65	\$556.00

- 7.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.

- 7.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (i.e., the Rollover Charge) applies when Carrier requests a rollover.

- 7.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from or to being an EMS/EAS NPA-NXX.

- 7.5 Trunk Interface Change Charges. Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$65.00 per Trunk.

- 7.6 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

TEXAS

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.00279	\$0.001843	\$.00279

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.000947

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.
3. Shared Facility Factor
- 3.1 Telco to Carrier 26%
- 3.2 Carrier to Telco 74%
4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$63.47 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000317 per MOU billed by SPCS.
5. Exchange Access Percentage:
- 5.1 Terminating IntraLATA InterMTA Traffic Percentage .006
- 5.2 Originating Landline to CMRS Switched Access Traffic Percentage To be determined
6. Exchange Access Rates
- 6.1 Terminating IntraLATA InterMTA Traffic Rate \$.039258
- 6.2 Originating Landline to CMRS Switched Access Traffic Rate \$.016606
7. Other Charges
- 7.1 Selective Class of Call Screening
- | | | |
|---------|-----------|---------------------|
| | Per Month | Nonrecurring Charge |
| Per BAN | \$38.25 | \$402.75 |
- 7.2 Cancellation Charge. A charge is calculated as the product of the number of Business Days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the Access Order Charge. The Access Order Charge is governed by Telco's applicable interstate Access Services tariff.
- 7.3 Rollover Charges. A rollover is a Carrier initiated move that involves a change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service (*i.e.*, the Rollover Charge) applies when Carrier requests a rollover.
- 7.4 Translation Charges. Translation charges will apply for each effected end office when Carrier requests a change in an NPA-NXX code from being an area wide calling plan NPA-NXX to a standard billing arrangement, or from or to being an EMS/EAS NPA-NXX.

- 7.5 **Trunk Interface Change Charges.** Changes to the type of Trunk interfaces on a trunk will be charged at the rate of \$92.50 per Trunk.
- 7.6 **Charges for miscellaneous other items** such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX – PRICING (CELLULAR/PCS)**WISCONSIN**

1. The rates for transport and termination shall be as follows. (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$.005385	\$.004241	\$.005385

The rate for transiting shall be as follows. (Per Conversation MOU)

Transiting
\$.004537

2. Carrier Facilities will be provided at the same rates, terms, and conditions that similar Facilities are provided by Telco.
3. Shared Facility Factor
The Shared Facility Factor is:
3.1 Telco to Carrier 20%
3.2 Carrier to Telco 80%
4. Originating Party Uses Terminating Party's Facilities (DS3 and above). May be paid on a flat rate of \$74.72 per month per 200,000 MOUs of Land to Mobile traffic billed by SPCS or as an MOU additive of \$.000374 per MOU billed by SPCS.
5. Exchange Access Percentage:
5.1 Terminating IntraLATA InterMTA Traffic Percentage .006
5.2 Originating Landline to CMRS Switched Access Traffic Percentage To be determined
6. Exchange Access Rates
6.1 Terminating IntraLATA InterMTA Traffic Rate \$.007072
6.2 Originating Landline to CMRS Switched Access Traffic Rate \$.006812
7. The rates for Type 2A and Type 2B trunk port elements are as follows:
Monthly Recurring (Carrier dedicated trunk)
Analog \$20.00, plus \$2.53 per mile/per trunk
Digital \$70.00, plus \$30.00 per mile/per DS-1
Non-recurring (Carrier dedicated trunk)
Analog \$150.00
Digital \$500.00
The rates for Type 1 trunk port elements are as follows:
Monthly Recurring (Carrier dedicated trunk)
Analog \$20.00, plus \$2.53 per mile/per trunk
Digital \$70.00, plus \$30.00 per mile/per DS-1
Non-Recurring (Carrier dedicated trunk)
Analog \$150.00
Digital \$500.00

Additional rates for Type 1 are provided in Telco tariff Wisconsin 20, as amended from time to time.

8. Other Charges

- 8.1 Selective Class of Call Screening. This service is not currently provided in this State.
- 8.2 Cancellation Charge. This charge is not currently applicable in this State.
- 8.3 Rollover Charges. This charge is not currently applicable in this State.
- 8.4 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by Telco's applicable interstate Access Services tariff.

APPENDIX DATA EXCHANGE

1. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document, MECAB - 006, Issue 6, February 1998, developed by the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF), the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. Per the MECAB document the end office company is the Initial Billing Company (IBC) and the Tandem company is the Secondary Billing Company (SBC). As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service End User Customers for switched access services traffic jointly provided via the meet-point billing arrangement. In addition, the IBC will provide the Summary Usage Record (SUR) to the SBC within 10 working days of the IBC rendering its billing to the Interexchange Carrier (IXC). Information shall be exchanged in Electronic Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to each other on a reciprocal, no charge basis. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a Carrier/LEC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Tandem owner shall provide this information to the End Office carrier except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.
2. Carrier shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. The Parties will each bill the Access Service End User Customer for their portion of the switched access services as stated in each party's respective access tariff, as applicable, based on the billing percentages as mutually agreed and specified the NECA 4 tariff.
3. The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information as described in the MECAB document identified in Paragraph I above, are maintained in their respective federal and state access tariffs, as required, until such time as such information will be included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.
4. Each Party shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Paragraph I above, so that each party bills the IXC for its portion of the jointly provided switched access services.

Appendix Arbitration Location (Wireless)

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APPENDIX – ARBITRATION LOCATION (WIRELESS)

Arkansas:	Little Rock
Connecticut:	New Haven
Indiana:	Indianapolis
Kansas:	Kansas City
Michigan:	Detroit
Missouri:	St. Louis
Nevada:	Reno
Ohio:	Cleveland
Oklahoma:	Oklahoma City
Texas:	Dallas
Wisconsin:	Milwaukee

APPENDIX WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1))

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APPENDIX – WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)**TERMS AND CONDITIONS FOR PROVIDING WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Wireless Emergency Number Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier.
- 1.2 Wireless Emergency Number Service Access ("ENSA") is a service which enables Carrier's use of SBC-13STATE 911 network service elements which SBC-13STATE uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where SBC-13STATE is the 911 service provider. Universal Emergency Number/ 911 Telecommunications Service is purchased by E911 Customer from SBC-13STATE. Wireless ENSA makes available to Carrier only the service configuration purchased by the E911 Customer from SBC-13STATE. SBC-13STATE shall provide Wireless ENSA to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) SBC-13STATE is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless ENSA is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 SBC-13STATE and Carrier agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service configurations and grant final approval (or denial) of service configurations or modifications offered by SBC-13STATE and Carrier.
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, SBC-13STATE means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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- 1.6 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **SBC-NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.9 The prices at which **SBC-13STATE** agrees to provide Carrier with E911 Service are contained in Exhibit - Pricing and/or the applicable state access tariff where stated.

2. DEFINITIONS

- 2.1 "911 Call(s)" means a call made by an Carrier's Wireless Customer by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.2 "Automatic Location Identification" or "ALI" means the Automatic Location Identification Database that provides location information to PSAPs as 9-1-1 calls are processed.
- 2.3 "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.4 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP Customer Premise Equipment (CPE) for display.
- 2.5 "Call path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Call Back Number and the caller's location to the PSAP.
- 2.6 "CAMA" means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.7 "Call Back Number" means the MIN or MDN, whichever is applicable, of an Carrier Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

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- 2.8 "Cell Sector" means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.9 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.10 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by an Carrier's Wireless Customer, and which may also include additional information regarding a Cell Sector.
- 2.11 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.12 "Common Channel Signaling/Signaling System 7 Trunk (CCS/SS7 Trunk or SS7 Signaling)" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an SBC-13STATE 911 Selective Routing Tandem.
- 2.13 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.14 "Designated PSAP" means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The Alternate PSAP is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.15 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.16 "E911 Service" means an emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, ANI and ALI.
- 2.17 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and SBC-13STATE 911 Tandem equipped to

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provide access to 911 services as technically defined in Bellcore Technical Reference GR145-CORE.

- 2.18 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.19 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.20 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific cell site and/or cell sector within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.21 INTENTIONALLY LEFT BLANK
- 2.22 "Hybrid CAS" means a SBC-13STATE wireless 9-1-1 solution set that utilizes the transmission path to deliver the voice and Call Back Number to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.23 "Meet Point" means the demarcation between the SBC-13STATE network and the Carrier network.
- 2.23 "Mobile Directory Number" or "MDN" means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.24 "Mobile Identification Number" or "MIN" means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.25 "National Emergency Number Association" or "NENA" means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

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- 2.26 Non-Call path Associated Signaling (NCAS) means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Call Back Number and the caller's location to the PSAP.
- 2.27 Phase I – as defined in CC docket 94-102. Phase I data includes the call back number and the associated 911 ALI.
- 2.28 Phase II – as defined in CC docket 94-102 Phase II data includes XY coordinates, confidence factor and certainty.
- 2.29 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.30 “Pseudo Automatic Number Identification (pANI)” A ten (10) digit number used to support routing of wireless 9-1-1 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed.
- 2.31 “Selective Routing” or “SR” means the routing of a 911 call to the designated PSAP based upon the originating location of the 911 call. Selective routing is controlled by the ESN associated with the originating cell site and/or cell sector.
- 2.32 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. SBC-13STATE RESPONSIBILITIES

- 3.1 SBC-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC-13STATE is the 911 service provider. SBC-13STATE shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and SBC-13STATE is the 911 service provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system, where SBC-13STATE is the 911 network service provider.
- 3.2.2 SBC-13STATE will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

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- 3.2.3 Where SBC-13STATE is the ALI Database Provider all ALI queries will be directed to the SBC database for ALI lookup.

3.3 Facilities and Trunking

- 3.3.1 SBC-13STATE shall provide and maintain sufficient dedicated E911 circuits from SBC-13STATE's SR's to the PSAP, according to provisions of the applicable state tariff and documented specifications of the E911 Customer.
- 3.3.2 After receiving Carrier's order, SBC-13STATE will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable SBC-13STATE access tariff. Additionally, when diverse facilities are requested by Carrier, SBC-13STATE will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 SBC-13STATE and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the SBC-13STATE SR(s).
- 3.3.4 SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point.

3.4 Database

- 3.4.1 Where SBC 13-STATE is the 911 Service Provider, and Carrier or it's agent deploys a CAS, Hybrid-CAS or NCAS Solution utilizing SBC 13-STATE E911 DBMS:
- 3.4.1.1 SBC 13-STATE shall store the Carrier or it's agents ALI records in the electronic data processing database for the E911 DBMS.
- 3.4.1.2 SBC 13-STATE shall coordinate access to the SBC-13 STATE E911 DBMS for the initial loading and updating of Carrier or it's agent ALI records.
- 3.4.1.3 SBC 13-STATE's ALI database shall accept electronically transmitted files that are based upon NENA Standards.
- 3.4.1.4 SBC-13 STATE will then provide Carrier or it's agent an error and status report based on the transmitted files. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to the Carrier or it's agent by SBC-13 STATE.

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4. CARRIER RESPONSIBILITIES**4.1 Call Routing**

- 4.1.1 Carrier will route 911 calls from Carrier's MSC to the SBC-13STATE SR office of the E911 system, where SBC-13STATE is the 911 network service provider.
- 4.1.2 Depending upon the wireless E911 solution used and the type of interconnection between the MSC and the selective router, Carrier will forward either the pANI or both the pANI and Call Back Number associated with the 911 call to the SBC-13STATE 911 SR.

4.2 Facilities and Trunking

- 4.2.1 Where specified by the E911 Customer, Carrier shall provide or order from SBC-13STATE, transport and trunk termination to each SBC-13STATE 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service.
- 4.2.2 Carrier acknowledges that its cell sites in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its cell sites to the proper E911 SR.
- 4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available, supports the wireless E911 solution used and is required by the applicable PSAP, the Parties agree to implement CCStrunks rather than CAMA (MF) trunks.
- 4.2.4 Customer is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.5 Carrier shall engineer its 911 trunks to meet the specifications of the E911 Customer.
- 4.2.6 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from SBC-13STATE.

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4.2.7 Carrier will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between Carrier's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.8 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point. Carrier is responsible for advising SBC-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to Carrier if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Where SBC-13STATE is the 911 Service Provider, and Carrier deploys a CAS or Hybrid CAS solution utilizing SBC-13STATE E911 DBMS.

4.3.1.1 Carrier or its agent shall be responsible for providing Carrier's ALI records to SBC-13STATE, for inclusion in SBC-13STATE's DBMS on a timely basis, once E911 trunking has been established and tested between carrier's MSC and all appropriate SRS.

4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.

4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the originating carrier.

4.3.1.4 Carrier or its agent is responsible for providing updates to SBC-13STATE ALI database; in addition, carrier or its agent is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where SBC-13STATE is the 911 Service Provider, and Carrier deploys an NCAS solution:

4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.

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4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to SBC-13STATE, for inclusion in SBC-13STATE's DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.2.3 Carrier's third party agent shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

4.4.2 Upon receipt of a valid E911 Phase II PSAP request, Carrier understands and agrees that they will notify the appropriate SBC-13STATE representative to initiate a planning meeting that will start the implementation process. This request will be made in order to comply with locally agreed to methods and procedures.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated SBC-13STATE 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's applicable state access tariff(s) and (iv) where mutually agreed between the 911 Customer, SBC-13STATE and Carrier the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications

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and grant final approval (or denial) of service configurations offered by SBC-13STATE and Carrier.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in Exhibit - Pricing are interim rates, and are effective only until final rates are approved by the Commission and tariffed, where applicable. If the final rates are tariffed, such final tariffed rates shall automatically supersede the interim rates on a going forward basis. If the final rates are not required to be tariffed, the Parties agree to amend Exhibit - Pricing to incorporate the final rates consistent with the Commission order.
- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between the Carrier's network and the SBC SR(s).

9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to SBC-13STATE, Carrier shall not be liable to SBC-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-13STATE until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or

APPENDIX WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1))

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TELCO/SPRINT SPECTRUM L.P. D/B/A SPRINT PCS

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persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.

- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SBC-13STATE request such services, Carrier will provide such services to SBC-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT - PRICING**MISSOURI PRICING – W911****Trunk Charge per Trunk:**

Monthly	\$ 85.00
Non-Recurring	\$ 170.00

Facility rates can be found in the State Special Access Tariff.

OKLAHOMA PRICING – W911**Trunk Charge per Trunk:**

Monthly	\$ 33.22
Non-Recurring	\$ 110.00

Facility rates can be found in the State Special Access Tariff.

KANSAS PRICING – W911**Trunk Charge per Trunk:**

Monthly	\$ 22.86
Non-Recurring	\$ 312.00

Facility rates can be found in the State Special Access Tariff.

ARKANSAS PRICING – W911**Trunk Charge per Trunk:**

Monthly	\$ 22.86
Non-Recurring	\$ 312.00

Facility rates can be found in the State Special Access Tariff.

TEXAS PRICING – W911**Trunk Charge per Trunk:**

Monthly	\$ 39.00
Non-Recurring	\$ 165.00

Facility rates can be found in the State Special Access Tariff.

APPENDIX WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)

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CALIFORNIA PRICING – W911**Trunk Charge per Trunk:**

Monthly	\$ 23.02
Non-Recurring	
Initial	\$ 856.00
Additional	553.00

Facility rates can be found in the State Special Access Tariff.

NEVADA PRICING – W911**Trunk Charge Per Trunk:**

Monthly Recurring	Non-Recurring
\$0.00	\$960.00

Facility rates can be found in the State Special Access Tariff.

ILLINOIS PRICING – W911**911 Service Establishment Charge – per SR**

Non-Recurring	\$ 18,913.00
---------------	--------------

DS1 Charge

Monthly	\$ 301.00
Non-Recurring	\$ 422.00

MICHIGAN PRICING – W911**911 Service Establishment Charge – per SR**

Non-Recurring	\$ 17,761.00
---------------	--------------

DS1 Charge

Monthly	\$ 301.00
Non-Recurring	\$ 422.00

INDIANA PRICING – W911**911 Service Establishment Charge – per SR**

Non-Recurring	\$ 13,467.00
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DS1 Charge

Monthly	\$ 301.00
Non-Recurring	\$ 422.00

APPENDIX WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1))

PAGE 14 OF 14

TELCO/SPRINT SPECTRUM L.P. D/B/A SPRINT PCS

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WISCONSIN PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring \$ 27,088.00

DS1 Charge

Monthly \$ 301.00

Non-Recurring \$ 422.00

OHIO PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring \$ 16,633.00

DS1 Charge

Monthly \$ 301.00

Non-Recurring \$ 422.00



Kenneth A. Schiffman
General Attorney

State External Affairs
KSOPHN0212-2A303
6450 Sprint Parkway
Overland Park, Kansas 66251
Voice 913 315 9783
Fax 913 523 9827

October 14, 2004

Office of the Secretary
Attn: Data Center
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65102

In Re: Amendment to Interconnection Agreement by and Between Sprint Spectrum
L.P. and Southwestern Bell Telephone Company d/b/a SBC Missouri
Case. No. TK-2004-0180

Dear Mr. Secretary:

Sprint presents to the Commission for approval an Amendment to the Interconnection Agreement By and Between Sprint Spectrum L.P. and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri. The original agreement was approved by the Commission on December 5, 2003 in Case No. TK-2004-0180.

Thank you for your assistance. If you have any questions, please contact me at 913-315-9783.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ken Schiffman", written in a cursive style.

Kenneth A. Schiffman

KAS:mkj
Enclosures

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
by and between
Sprint Spectrum L.P.
and
Southwestern Bell Telephone, L.P.
d/b/a SBC Missouri**

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement"), by and between one or more of the following ILEC's: Illinois Bell Telephone d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L. P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas (only to the extent that the agent for each such ILEC executes this Agreement for such ILEC and only to the extent that such ILEC provides Telephone Exchange Services as an ILEC in the state of Missouri and Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS ("SPCS" or "Carrier"), is hereby amended as follows:

WHEREAS, Carrier has informed Southwestern Bell Telephone, L.P. d/b/a SBC Missouri¹ ("SBC Missouri") that Carrier failed to have all of the proper Carrier Parties listed on the Agreement when it was filed and that certain Carrier Parties should now be added to the Agreement so that it would list the following Carrier Parties: Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation and Cox Communications PCS, L.P., a Delaware limited partnership, and APC PCS, L.L.C., a Delaware limited partnership, and PhillieCo, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS, and that the Agreement should be amended accordingly; and

WHEREAS, this Agreement is being amended pursuant to Section 6.3.3.3 of the Agreement to adopt new Carrier-specific, State-specific "Originating Landline to CMRS Switched Access Traffic" percentages, and specifically, the following modification to Section 5.2 of the Appendix - Pricing (Cellular/PCS) is based on State-specific, Carrier-specific audit/traffic studies and information, and this change is based on such information and applies only in light of those Carrier-specific facts, and the change contained in this Amendment will not apply to other carriers who may adopt this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Missouri and Sprint PCS hereby agree as follows:

- (1) SprintCom, Inc., a Kansas corporation, a Delaware limited liability company, APC PCS, LLC, a Delaware limited liability company, and PhillieCo, L.P., a Delaware limited partnership are hereby added as Parties to the Agreement.
- (2) The Agreement is hereby amended to reflect the change from "Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and as agent for Cox Communications PCS, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS" to "Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, and Cox Communications PCS, L.P., a

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

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Delaware limited partnership and APC PCS, LLC, a Delaware limited liability company, and PhillieCo, L.P., a Delaware limited partnership, all of the foregoing entities jointly d/b/a Sprint PCS" in the Agreement, including but not limited to the preamble and signature block.

- (3) SBC Missouri will maintain Sprint PCS only for the main billing account (headercard) for each of the accounts. SBC Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Missouri records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Sprint PCS affirms, represents, and warrants that the OCN for those account shall not change from that previously used by Sprint PCS and SBC Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- (4) Once this Amendment is effective, Sprint PCS shall operate with SBC Missouri under the Sprint PCS name for those accounts. Such operation shall include, by way of example only, submitting orders under Sprint PCS, and labeling (including re-labeling) equipment and facilities with Sprint PCS.
- (5) The Agreement shall be amended pursuant to Section 6.3.3.3 of the Agreement to adopt the following new Carrier-specific, State-specific "Originating Landline to CMRS Switched Access Traffic" percentage in section (6), specifically modifying Section 5.2 of the Appendix – Pricing (Cellular/PCS), based on State-specific, Carrier-specific audit/traffic studies and information. This change is based on such information and applies only in light of those Carrier-specific facts. The change contained in this Amendment will not apply to other carriers who may adopt this Agreement.
- (6) Section 5.2 Originating Landline to CMRS Switched Access Traffic Percentages of the Appendix – Pricing (Cellular/PCS) is hereby modified as follows:

State	Percentage
MO	5%

- (7) All other terms and conditions of the Agreement remain unchanged.
- (8) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (9) Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged and in full force and effect.
- (10) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC Missouri has no obligation to provide unbundled network elements (UNEs) to WSP, and shall have no obligation to provide UNEs, beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or

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federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Missouri has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Missouri in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Missouri's right to exercise its option at any time to adopt on a date specified by SBC Missouri the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- (11) This Amendment shall be filed with and subject to approval by the appropriate State Commission(s) by October 20, 2004.

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IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by SBC Missouri, signing by and through its duly authorized representative, and Carrier, signing by and through its duly authorized representative.

Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation and Cox Communications PCS, L.P., a Delaware limited partnership, and APC PCS, L.L.C., a Delaware limited partnership, and PhillieCo, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, by SBC Telecommunications, Inc., its authorized agent

By: W. Richard Morris
Name: W. Richard Morris
(Print or Type)

Title: _____
Vice President External Affairs

Date: OCT - 5 2004

OCN # 6664, 8454

ACNA MJC

By: Kathy J. Wilkinson
Name: Kathy J. Wilkinson
(Print or Type)

Title: For SVP - Industry Markets and Diversified Businesses

Date: 10-11-04

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Kenneth A. Schiffman
General Attorney

State External Affairs
KSOPHN0212-2A303
6450 Sprint Parkway
Overland Park, Kansas 66251
Voice 913 315 9783
Fax 913 523 9827

October 14, 2004

Office of the Secretary
Attn: Data Center
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65102

In Re: Amendment to Interconnection Agreement by and Between Sprint Spectrum
L.P. and Southwestern Bell Telephone Company d/b/a SBC Missouri
Case No. TK 2004-0180

Dear Mr. Secretary:

Please find attached for filing an Amendment to the Interconnection and Reciprocal Compensation Agreement By and Between Sprint Spectrum L.P. and Southwestern Bell Telephone L.P. d/b/a SBC Missouri. The original agreement was approved by the Commission on December 5, 2003. Sprint filed an amendment to the Agreement and the Commission approved it on September 23, 2004 but Sprint made an error by filing the amendment in the wrong case number, TO-98-29 (filing record VT-2005-29). This filing corrects that error by filing that amendment in Case No. TK-2004-0180.

Please advise that the amendment is effective in connection with the appropriate case number.

Thank you for your assistance. If you have any questions, please contact me at 913-315-9783.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ken Schiffman", written in a cursive style.

Kenneth A. Schiffman

KAS:mkj
Enclosures

**AMENDMENT TO
 INTERCONNECTION AGREEMENT
 BY AND BETWEEN
 SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
 AND
 SPRINT SPECTRUM L.P.**

Southwestern Bell Telephone, L.P.¹ d/b/a SBC Missouri, as the Incumbent Local Exchange Carrier in Missouri, (hereafter, "ILEC") and Sprint Spectrum, L.P., a Delaware limited partnership, and as agent and general Partner for WirelessCo, L.P., a Delaware limited partnership, WirelessCo, L.P. a Delaware limited partnership, Cox Communications PCS, L.P., a Delaware limited partnership, and PhillieCO, L.P. a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS, as a Commercial Mobile Radio Service ("CMRS") provider in Missouri, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Missouri ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). A CMRS provider is not a "LEC."

1.0 Scope of Amendment

- 1.1 ILEC made an offer to all telecommunications carriers in the state of Missouri (the "Offer") to exchange traffic on and after June 1, 2004 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-Bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for all ISP-Bound Traffic and all Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.
- 2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic.
 - 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic and Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
 - 2.2 Reciprocal Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic and Section 251(b)(5) Traffic, and ISP-Bound Traffic is subject to the growth caps in Section 2.3, the new

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as SBC Missouri.

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market restrictions in Section 2.4 and rebuttable presumption in Section 2.6. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3, the new market restrictions in Section 2.4 and the rebuttable presumption in Section 2.6 only apply to LECs and ILEC.

2.2.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.

2.3 ISP-Bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Missouri ISP-Bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-Bound Traffic minutes for which LEC was entitled to compensation under its Missouri Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-Bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-Bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-Bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-Bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2004, LEC and ILEC agree that ISP-Bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2004.

2.3.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network.

2.4 Bill and Keep for ISP-Bound Traffic in New Markets

2.4.1 In the event LEC and ILEC have not previously exchanged ISP-bound Traffic in any one or more Missouri LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between LEC and ILEC for the remaining term of this Agreement in any such Missouri LATAs.

2.4.2 Wherever Bill and Keep is the traffic termination arrangement between LEC and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up

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upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

- 3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed Amendment is received by ILEC on or before June 28, 2004, this Amendment will be effective as of June 1, 2004, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on June 1, 2004 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed Amendment is not received by ILEC until after June 28, 2004, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of

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Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), ILEC has no obligation to provide unbundled network elements (UNEs) to CARRIER and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that SBC Missouri has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Missouri and as of the date of that election by SBC Missouri the FCC Plan shall apply to this Agreement as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

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AMENDMENT - MISSOURI INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND FEDERAL TELECOMMUNICATIONS ACT SECTION
 251(B)(5) TRAFFIC (ADOPTING FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN) SOUTHWESTERN BELL TELEPHONE, L.P.
 PAGE 5 OF 6
SBC MISSOURI/SPRINT SPECTRUM L.P.
 061404

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 28th day of JUNE, 2004, by SBC Missouri, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Sprint Spectrum L.P., a Delaware limited partnership, and as agent and general Partner for WirelessCo, L.P. a Delaware limited partnership, Cox Communications PCS, L.P., a Delaware limited partnership, and PhillieCO, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS

Signature: W. Richard Morris
 Name: W. RICHARD MORRIS
 (Print or Type)

Title: VICE PRESIDENT, EXTERNAL AFFAIRS
 (Print or Type)

Date: 6/28/2004

FACILITIES-BASED OCN # 6664, 8454

ACNA MJC

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri by SBC Telecommunications, Inc., its authorized agent

Signature: Mike Auinbaugh
 Name: Mike Auinbaugh
 (Print or Type)

Title: For/ President - Industry Markets

Date: 7-22-04

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